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7 UNITED STATES DISTRICT COURT  
8 WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

9 S.I.C. CONSULTING, INC.,

10 Plaintiff,

11 v.

12 WILLIAM A. MURRAY and LINDA J.  
MURRAY, dba EVERGREEN SECURITY,  
INC.,

13 Defendants.  
14

CASE NO.  
2:18-cv-00912-RSM

STIPULATED  
PROTECTIVE ORDER

15 STIPULATED PROTECTIVE ORDER

16 1. PURPOSES AND LIMITATIONS

17 Discovery in this action is likely to involve production of confidential,  
18 proprietary, or private information for which special protection may be warranted.  
19 Accordingly, the parties hereby stipulate to and petition the court to enter the following  
20 Stipulated Protective Order. The parties acknowledge that this agreement is consistent  
21 with LCR 26(c). It does not confer blanket protection on all disclosures or responses to  
22 discovery, the protection it affords from public disclosure and use extends only to the  
23 limited information or items that are entitled to confidential treatment under the applicable  
24 legal principles, and it does not presumptively entitle parties to file confidential  
25  
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STIPULATED PROTECTIVE ORDER - 1

1 information under seal.

2 2. “CONFIDENTIAL” MATERIAL

3 “Confidential” material shall include the following documents and tangible  
4 things produced or otherwise exchanged:

- 5 1. Confidentiality Agreements, negotiation documents, and/or Purchase and Sale  
6 Agreement(s), signed between any of the Defendants and potential buyers, or  
7 the ultimate buyer, of stock or assets in Evergreen Security, Inc;
- 8 2. Documents relating to actions taken by the any of the Defendants and the  
9 ultimate buyer of stock or assets in Evergreen Security, Inc. pursuant to an  
executed Purchase and Sale Agreement;
- 10 3. Documents related to any commissions payable or paid by any of the  
11 Defendants as a result of or pursuant to executed Purchase and Sale Agreement  
12 between any of the Defendants and the ultimate buyer of stock or assets in  
Evergreen Security, Inc.; and
- 13 4. Methodologies, valuations, trade secrets, and pricing strategies relating to the  
14 alarm industry.

15 3. SCOPE

16 The protections conferred by this agreement cover not only confidential  
17 material (as defined above), but also (1) any information copied or extracted from  
18 confidential material; (2) all copies, excerpts, summaries, or compilations of confidential  
19 material; and (3) any testimony, conversations, or presentations by parties or their  
20 counsel that might reveal confidential material. However, the protections conferred by this  
21 agreement do not cover information that is in the public domain or becomes part of the  
22 public domain through trial or otherwise.  
23

24 4. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL

25 4.1 Basic Principles. A receiving party may use confidential material that  
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1 is disclosed or produced by another party or by a non-party in connection with this case  
2 only for prosecuting, defending, or attempting to settle this litigation. Confidential material  
3 may be disclosed only to the categories of persons and under the conditions described in  
4 this agreement. Confidential material must be stored and maintained by a receiving party at  
5 a location and in a secure manner that ensures that access is limited to the persons  
6 authorized under this agreement.  
7

8 4.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
9 otherwise ordered by the court or permitted in writing by the designating party, a  
10 receiving party may disclose any confidential material only to:

11 (a) the receiving party's counsel of record in this action, as well  
12 as employees of counsel to whom it is reasonably necessary to disclose the information for  
13 this litigation;  
14

15 (b) the officers, directors, and employees (including in house  
16 counsel) of the receiving party to whom disclosure is reasonably necessary for this  
17 litigation, unless the parties agree that a particular document or material produced is  
18 for Attorney's Eyes Only and is so designated;

19 (c) experts and consultants to whom disclosure is reasonably  
20 necessary for this litigation and who have signed the "Acknowledgment and Agreement to  
21 Be Bound" (Exhibit A);  
22

23 (d) the court, court personnel, and court reporters and their staff;

24 (e) copy or imaging services retained by counsel to assist in the  
25 duplication of confidential material, provided that counsel for the party retaining the  
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1 copy or imaging service instructs the service not to disclose any confidential material to  
2 third parties and to immediately return all originals and copies of any confidential  
3 material;

4 (f) during their depositions, witnesses in the action to whom  
5 disclosure is reasonably necessary and who have signed the “Acknowledgment and  
6 Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the designating party  
7 or ordered by the court. Pages of transcribed deposition testimony or exhibits to  
8 depositions that reveal confidential material must be separately bound by the court  
9 reporter and may not be disclosed to anyone except as permitted under this agreement;

11 (g) the author or recipient of a document containing the  
12 information or a custodian or other person who otherwise possessed or knew the  
13 information.  
14

15 4.3 Filing Confidential Material. Before filing confidential material or  
16 discussing or referencing such material in court filings, the filing party shall confer with  
17 the designating party to determine whether the designating party will remove the  
18 confidential designation, whether the document can be redacted, or whether a motion  
19 to seal or stipulation and proposed order is warranted. Local Civil Rule 5(g) sets forth  
20 the procedures that must be followed and the standards that will be applied when a party  
21 seeks permission from the court to file material under seal.  
22

## 23 5. DESIGNATING PROTECTED MATERIAL

24 5.1 Exercise of Restraint and Care in Designating Material for Protection.  
25 Each party or non-party that designates information or items for protection under this  
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1 agreement must take care to limit any such designation to specific material that  
2 qualifies under the appropriate standards. The designating party must designate for  
3 protection only those parts of material, documents, items, or oral or written  
4 communications that qualify, so that other portions of the material, documents, items, or  
5 communications for which protection is not warranted are not swept unjustifiably within the  
6 ambit of this agreement. Mass, indiscriminate, or routinized designations are  
7 prohibited. Designations that are shown to be clearly unjustified or that have been  
8 made for an improper purpose (*e.g.*, to unnecessarily encumber or delay the case  
9 development process or to impose unnecessary expenses and burdens on other parties)  
10 expose the designating party to sanctions. If it comes to a designating party's attention that  
11 information or items that it designated for protection do not qualify for protection, the  
12 designating party must promptly notify all other parties that it is withdrawing the mistaken  
13 designation.  
14  
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16 5.2 Manner and Timing of Designations. Except as otherwise  
17 provided in this agreement (see, *e.g.*, second paragraph of section 5.2(a) below), or as  
18 otherwise stipulated or ordered, disclosure or discovery material that qualifies for  
19 protection under this agreement must be clearly so designated before or when the material  
20 is disclosed or produced.  
21

22 (a) Information in documentary form: (*e.g.*, paper or electronic  
23 documents and deposition exhibits, but excluding transcripts of depositions or other  
24 pretrial or trial proceedings), the designating party must affix the word  
25 "CONFIDENTIAL" to each page that contains confidential material. If only a portion  
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1 or portions of the material on a page qualifies for protection, the producing party also must  
2 clearly identify the protected portion(s) (e.g., by making appropriate markings in the  
3 margins).

4 (b) Testimony given in deposition or in other pretrial proceedings: the parties  
5 and any participating non-parties must identify on the record, during the deposition or other  
6 pretrial proceeding, all protected testimony, without prejudice to their right to so designate  
7 other testimony after reviewing the transcript. Any party or non-party may, within fifteen  
8 days after receiving the transcript of the deposition or other pretrial proceeding,  
9 designate portions of the transcript, or exhibits thereto, as confidential. If a party or non-  
10 party desires to protect confidential information at trial, the issue should be addressed  
11 during the pre-trial conference.  
12

13 (c) Other tangible items: the producing party must affix in a  
14 prominent place on the exterior of the container or containers in which the information or  
15 item is stored the word "CONFIDENTIAL." If only a portion or portions of the  
16 information or item warrant protection, the producing party, to the extent practicable, shall  
17 identify the protected portion(s).  
18

19 5.3 Inadvertent Failures to Designate. If timely corrected, an  
20 inadvertent failure to designate qualified information or items does not, standing alone,  
21 waive the designating party's right to secure protection under this agreement for such  
22 material. Upon timely correction of a designation, the receiving party must make  
23 reasonable efforts to ensure that the material is treated in accordance with the provisions of  
24 this agreement.  
25

1     6.     CHALLENGING CONFIDENTIALITY DESIGNATIONS

2             6.1     Timing of Challenges. Any party or non-party may challenge a  
3 designation of confidentiality at any time. Unless a prompt challenge to a designating  
4 party's confidentiality designation is necessary to avoid foreseeable, substantial  
5 unfairness, unnecessary economic burdens, or a significant disruption or delay of the  
6 litigation, a party does not waive its right to challenge a confidentiality designation by  
7 electing not to mount a challenge promptly after the original designation is disclosed.  
8

9             6.2     Meet and Confer. The parties must make every attempt to resolve  
10 any dispute regarding confidential designations without court involvement. Any motion  
11 regarding confidential designations or for a protective order must include a certification, in  
12 the motion or in a declaration or affidavit, that the movant has engaged in a good faith  
13 meet and confer conference with other affected parties in an effort to resolve the dispute  
14 without court action. The certification must list the date, manner, and participants to the  
15 conference. A good faith effort to confer requires a face-to-face meeting or a telephone  
16 conference.  
17

18             6.3     Judicial Intervention. If the parties cannot resolve a challenge  
19 without court intervention, the designating party may file and serve a motion to retain  
20 confidentiality under Local Civil Rule 7 (and in compliance with Local Civil Rule  
21 5(g), if applicable). The burden of persuasion in any such motion shall be on the  
22 designating party. Frivolous challenges, and those made for an improper purpose (*e.g.*, to  
23 harass or impose unnecessary expenses and burdens on other parties) may expose the  
24 challenging party to sanctions. All parties shall continue to maintain the material in  
25

1 question as confidential until the court rules on the challenge.

2 7. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
3 IN OTHER LITIGATION

4 If a party is served with a subpoena or a court order issued in other litigation  
5 that compels disclosure of any information or items designated in this action as  
6 “CONFIDENTIAL,” that party must:  
7

8 (a) promptly notify the designating party in writing and include a  
9 copy of the subpoena or court order;

10 (b) promptly notify in writing the party who caused the  
11 subpoena or order to issue in the other litigation that some or all of the material covered  
12 by the subpoena or order is subject to this agreement. Such notification shall include a  
13 copy of this agreement; and  
14

15 (c) cooperate with respect to all reasonable procedures sought to  
16 be pursued by the designating party whose confidential material may be affected.

17 8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

18 If a receiving party learns that, by inadvertence or otherwise, it has disclosed confidential  
19 material to any person or in any circumstance not authorized under this agreement, the  
20 receiving party must immediately (a) notify in writing the designating party of the  
21 unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the  
22 protected material, (c) inform the person or persons to whom unauthorized disclosures  
23 were made of all the terms of this agreement, and (d) request that such person or persons  
24 execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as  
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1 Exhibit A.

2 9. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
3 PROTECTED MATERIAL

4 When a producing party gives notice to receiving parties that certain  
5 inadvertently produced material is subject to a claim of privilege or other protection,  
6 the obligations of the receiving parties are those set forth in Federal Rule of Civil  
7 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
8 may be established in an e-discovery order or agreement that provides for production  
9 without prior privilege review. The parties agree to the entry of a non-waiver order  
10 under Fed. R. Evid. 502(d) as set forth herein.

11  
12 10. NON TERMINATION AND RETURN OF DOCUMENTS

13 Within 60 days after the termination of this action, including all appeals,  
14 each receiving party must return all confidential material to the producing party, including  
15 all copies, extracts and summaries thereof. Alternatively, the parties may agree upon  
16 appropriate methods of destruction.

17  
18 Notwithstanding this provision, counsel are entitled to retain one archival  
19 copy of all documents filed with the court, trial, deposition, and hearing  
20 transcripts, correspondence, deposition and trial exhibits, expert reports, attorney work  
21 product, and consultant and expert work product, even if such materials contain  
22 confidential material.

23  
24 The confidentiality obligations imposed by this agreement shall remain in  
25 effect until a designating party agrees otherwise in writing or a court orders otherwise.

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2 DATED: \_\_\_\_\_

3 Russel J. Hermes, WSBA #19276  
4 Hermes Law Firm, PSC  
5 Attorney for Defendants

6 DATED: \_\_\_\_\_

7 Shane Cramer, WSBA #35099  
8 Harrigan Leyh Farmer & Thomsen, LLP  
9 Attorneys for Plaintiff

10 PURSUANT TO STIPULATION, IT IS SO ORDERED

11 IT IS FURTHER ORDERED that pursuant to Fed. R. Evid. 502(d), the  
12 production of any documents in this proceeding shall not, for the purposes of this  
13 proceeding or any other proceeding in any other court, constitute a waiver by the  
14 producing party of any privilege applicable to those documents, including the attorney-  
15 client privilege, attorney work-product protection, or any other privilege or protection  
16 recognized by law.

17 Dated this 26th day of September 2018.

18 

19 RICARDO S. MARTINEZ  
20 CHIEF UNITED STATES DISTRICT  
21 JUDGE  
22  
23  
24  
25  
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1  
2 EXHIBIT A

3 ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND

4 I, \_\_\_\_\_, of \_\_\_\_\_,  
5 declare under penalty of perjury that I have read in its entirety and understand the  
6 Stipulated Protective Order that was issued by the United States District Court for the  
7 Western District of Washington on \_\_\_\_\_, 2018 in the case of S.I.C.  
8 Consulting, Inc. v. William A. Murray and Linda J. Murray, dba Evergreen Security, Inc.;  
9 Case No. 2:18-cv-00912-RSM. I agree to comply with and to be bound by all terms of this  
10 Stipulated Protective Order and I understand and acknowledge that failure to so comply  
11 could expose me to sanctions and punishment in the nature of contempt. I solemnly  
12 promise that I will not disclose in any manner any information or item that is subject to  
13 this Stipulated Protective Order to any person or entity except in strict compliance with  
14 the provisions of this Order.  
15

16 I further agree to submit to the jurisdiction of the United States District Court for  
17 the Western District of Washington for the purpose of enforcing the terms of this  
18 Stipulated Protective Order, even if such enforcement proceedings occur after termination  
19 of this action.  
20

21 Date: \_\_\_\_\_

22 City and State where sworn and signed: \_\_\_\_\_

23 Printed Name: \_\_\_\_\_

24 Signature: \_\_\_\_\_  
25  
26